

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 11	
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W911XK-05-P-0050			2. DELIVERY ORDER/ CALL NO. W911XK		3. DATE OF ORDER/CALL (YYYYMMDD) 2005 Jun 30		4. REQ./ PURCH. REQUEST NO.		5. PRIORITY		
6. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED P.O. BOX 1027 DETROIT MI 48231-1027			7. ADMINISTERED BY (if other than 6) SEE ITEM 6		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)						
9. CONTRACTOR OETZEL WILLIAMS GROUP 321 WOODLANDPASS SUITE 200 EAST LANSING MI 48823			10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED						
12. DISCOUNT TERMS			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15								
14. SHIP TO SEE SCHEDULE			15. PAYMENT WILL BE MADE BY U S ARMY CORPS OF ENGINEERS FINANCE AND 5700 WASP AVENUE MILLINGTON TN 38054		16. MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.						
16. TYPE OF ORDER		DELIVERY/ CALL		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
PURCHASE		X		Reference your quote dated 2005 Jun 20 Furnish the following on terms specified herein. REF: QTE: DTD 20 JUN 2005							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT	
		SEE SCHEDULE									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: (313) 226-6421 EMAIL: Sharon.A.Lawrence@lre02.usace.army.m: Sharon A. Lawrence BY: SHARON A LAWRENCE CONTRACTING / ORDERING OFFICER				25. TOTAL \$15,000.00		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS		
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I certify this account is correct and proper for payment.					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER							35. BILL OF LADING NO.		
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Appraisal in Support of the Praxair-Linde Project (Bldg. #31)	1		\$8,500.00	\$8,500.00
TOTAL AMOUNT					<hr/> \$8,500.00
					\$8,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Appraisal Mangione Bldg. – Adjacent to Praxair-Linde Bldg. NOTE: IN ACCORDANCE WITH THE ATTACHED SCOPE OF WORK	1		\$6,500.00	\$6,500.00
TOTAL AMOUNT					<hr/> \$6,500.00
					\$6,500.00

Section C - Descriptions and Specifications

SCOPE OF WORKLine Item No. 0001

SCOPE OF WORK
REAL ESTATE APPRAISAL
OF PRAXAIR-LINDE BUILDING #31

SCOPE: This is a solicitation for your bid to prepare a narrative appraisal report in compliance with the Uniform Appraisal Standards For Federal Land Acquisitions, (USAFLA), Washington, D.C. 2000 and the Uniform Standards of Professional Practice (USPAP). At a minimum, the appraisal must meet the USPAP requirements for a Complete Appraisal in a Self-Contained Appraisal Report Format.

The UASFLA is available via the Internet at <http://www.usdoj.gov/enrd/land-ack/>

The USPAP is also available via the Internet at <http://www.appraisalfoundation.org/uspap/toc.htm> The bid submitted in response to this request must incorporate the full scope of work as outlined herein. Failure to consider this scope will not relieve the appraiser of responsibility to comply with this contract.

PROPERTY LOCATION: Praxair-Linde, Inc.
175 East Park Drive
Town of Tonawanda, Erie County, New York

OWNER OF RECORD: Praxair-Linde, Inc.

PURPOSE OF APPRAISAL: The purpose of the appraisal is to provide an independent opinion of Real Estate market value to aid in the evaluation of the subject property (Building 31) for possible acquisition purposes and subsequent demolition in conjunction with concurrent contamination remediation actions by the Federal Government on the subject property.

ASSIGNMENT: Prepare a Total Acquisition appraisal in accordance with the described Scope and Purpose.

BRIEF BUILDING DESCRIPTION: Building 31 is one of numerous buildings located on the 100-acre+ Praxair-Linde research and development property. The irregular-shaped Class C Industrial masonry/steel building was constructed in the 1940's with another warehouse added in 1960. Essentially a free-standing two-story warehouse, the second story and the former high-bay room was converted into office area. Total square footage is estimated at 27,000 s/f +. See attached floor plan and photos.

DATE OF VALUATION: Determined as of the appraiser's last date of inspection.

VALUE REQUESTED: Fair Market Value as of the Date of Valuation.

The following definition of Market Value **must be used in the appraisal**:

Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration, to all available economic uses of the property at the time of the appraisal*

*Uniform Appraisal Standards For Federal Land Acquisitions, Section B-2, Page 30.

INTEREST TO BE APPRAISED: Fee Simple Estate. (Provide Definition in Report)

All applicable approaches to value should be considered. The appraisal shall include a comprehensive analysis of the Highest and Best Use of the subject as vacant and as improved.

The Highest and Best Use analysis shall provide written reasoning to the extent and detail required to support opinions of value. The Highest and Best Use conclusion must be for an economic use. So called "public interest value", including but not limited to, preservation and conservation, or any non-economic highest and best use is not acceptable. Sales to and from public or quasi-public agencies are not acceptable as comparables unless the appraiser can demonstrate that the transfers were at arm's length, free from any threat of condemnation or inducement including, but not limited to, tax incentives not available to the general public. In order for the reviewer to understand the basis for all value conclusions, the report shall clearly and fully describe, define, or explain the basis for all analysis and conclusions.

The appraisal report must be so complete, consistent, and comprehensive that a reviewer can clearly understand the methodology used by the appraiser to arrive at value estimates.

The description of subject land and buildings shall include a discussion of any deficiencies or sufficiency's which affect value. By example, wetlands, drainage ways, any market stigma, etc. In the case of the subject, the appraisal shall assume that Building 31 is free of any structural or subsurface contaminants.

The report shall contain adequate color photographs of subject site and improvements. The report shall also contain adequate discussion of comparable sales with complete write-up, color photos, and location map.

Tangible personal property not defined as realty shall not be included in the value estimate.

INSPECTIONS: The appraiser is required to personally speak with the owner(s) or their agents or representatives. The appraiser will offer the owner or his designated representative the invitation to accompany him/her in the detailed inspection of the property and give careful, considerate attention to all the information and comments offered. The owner may be a prime source of detailed information of importance.

ORIGINALS/COPIES: One original with original signatures and photographs and six (6) copies with original signatures and photographs shall be furnished.

SUPPLIED MATERIALS: Upon Notice to Proceed, the following materials will be supplied:

- 1) Legal description of the property to be appraised.
- 2) Name & phone number of contact for site inspection.

DELIVERY: The appraisal report and all copies shall be submitted on or before 45 days after Authorization to Proceed with the assignment.

PLACE OF DELIVERY: United States Engineer District, Detroit
ATTN: Victor L. Kotwicki, Chief, Real Estate Division
McNamara Federal Building, 6th Floor
477 Michigan Avenue, Detroit, Michigan 48226

APPRAISER LICENSING: The responsible appraiser must be the principal appraiser/owner of the appraisal company and licensed as a Certified General Appraiser in the State of New York. The responsible appraiser must also possess an MAI designation. The responsible appraiser shall be identified and a copy of the appraiser's qualifications and current license must be submitted with the bid proposal. The report will be certified and signed by the Principal Appraiser.

CONFERENCES: The appraiser shall be available for conferences, either by phone or at his/her office for no additional charge.

MODIFICATIONS OF DELIVERED APPRAISAL REPORT: The appraiser shall modify or supplement any appraisal report when additional data is discovered that was known or should have been known to be in existence prior to the delivery of the report. Where application of principles of law relating to real estate appraisals require the modification or supplementing of such appraisal report; the requirements of either the Uniforms Appraisal Standards For Federal Land Acquisitions or Uniform Standards of Professional Appraisal Practice have not been met. Corrections for errors (i.e. methodology, math, or typographical) discovered during the appraisal review process shall also be provided at the request of the Review Appraiser. This service shall be rendered without additional cost.

PAYMENT: The sum set out in the contract for the appraisal report shall constitute full payment to the appraiser and shall include all supplies, material, equipment and transportation incidental to preparing and delivering the report(s). The contract price shall be due and payable for acceptable appraisal reports upon delivery and acceptance of such reports accompanied by a properly certified invoice.

The appraisal report will be reviewed by an authorized review appraiser. The appraiser will be required to clarify any issues. The work product will be accepted for review with payment authorized upon appraisal review approval.

The report, as reviewed and approved, will be submitted to the indicated Place of Delivery by 45 days after Date of Authorization to Proceed with the assignment.

APPRAISAL REPORTS TO BE CONFIDENTIAL: All information contained in the appraisal report to be made hereunder and all parts thereof are to be treated as strictly confidential. The appraiser shall take all necessary steps to ensure that no member of staff or organization divulge any information concerning such appraisal reports to any person other than a duly authorized representative of the United States Corps of Engineers.

The bid submitted must incorporate the full scope of work as outlined herein. Failure to consider this scope will not relieve the appraiser of responsibility to comply with this contract. A copy of this Scope of Work shall be included in the addendum of the appraisal.

Please address any questions to: Vic Kotwicki, Chief, Real Estate Division @ 313. 226.3480

Scope of Work – Line Item No. 0002

SCOPE OF WORK
REAL ESTATE APPRAISAL
OF MANGIONE BUILDING (Adjacent to Praxair-Linde)

SCOPE: This is a solicitation for your bid to prepare a narrative appraisal report in compliance with the Uniform Appraisal Standards For Federal Land Acquisitions, (USAFLA), Washington, D.C. 2000 and the Uniform Standards of Professional Practice (USPAP). At a minimum, the appraisal must meet the USPAP requirements for a Complete Appraisal in a Self-Contained Appraisal Report Format.

The UASFLA is available via the Internet at <http://www.usdoj.gov/enrd/land-ack/>

The USPAP is also available via the Internet at <http://www.appraisalfoundation.org/uspap/toc.htm> The bid submitted in response to this request must incorporate the full scope of work as outlined herein. Failure to consider this scope will not relieve the appraiser of responsibility to comply with this contract.

PROPERTY LOCATION: Adjacent to Praxair-Linde, Inc.
175 East Park Drive
Town of Tonawanda, Erie County, New York

OWNER OF RECORD: Mangione

PURPOSE OF APPRAISAL: The purpose of the appraisal is to provide an independent opinion of Real Estate market value to aid in the evaluation of the subject property (Mangione Building) for possible acquisition purposes and subsequent demolition in conjunction with concurrent contamination remediation actions by the Federal Government on the subject property.

ASSIGNMENT: Prepare a Total Acquisition appraisal in accordance with the described Scope and Purpose.

BRIEF BUILDING DESCRIPTION: Rectangular block building, approximately 112 feet long, 38 feet wide, and 17 feet high. See attached photos.

DATE OF VALUATION: Determined as of the appraiser's last date of inspection.

VALUE REQUESTED: Fair Market Value as of the Date of Valuation.

The following definition of Market Value **must be used in the appraisal**:

Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open

competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration, to all available economic uses of the property at the time of the appraisal*

*Uniform Appraisal Standards For Federal Land Acquisitions, Section B-2, Page 30.

INTEREST TO BE APPRAISED: Fee Simple Estate. (Provide Definition in Report)

All applicable approaches to value should be considered. The appraisal shall include a comprehensive analysis of the Highest and Best Use of the subject as vacant and as improved.

The Highest and Best Use analysis shall provide written reasoning to the extent and detail required to support opinions of value. The Highest and Best Use conclusion must be for an economic use. So called "public interest value", including but not limited to, preservation and conservation, or any non-economic highest and best use is not acceptable. Sales to and from public or quasi-public agencies are not acceptable as comparables unless the appraiser can demonstrate that the transfers were at arm's length, free from any threat of condemnation or inducement including, but not limited to, tax incentives not available to the general public. In order for the reviewer to understand the basis for all value conclusions, the report shall clearly and fully describe, define, or explain the basis for all analysis and conclusions.

The appraisal report must be so complete, consistent, and comprehensive that a reviewer can clearly understand the methodology used by the appraiser to arrive at value estimates.

The description of subject land and buildings shall include a discussion of any deficiencies or sufficiency's which affect value. By example, wetlands, drainage ways, any market stigma, etc. In the case of the subject, the appraisal shall assume that the subject is free of any structural or subsurface contaminants.

The report shall contain adequate color photographs of subject site and improvements. The report shall also contain adequate discussion of comparable sales with complete write-up, color photos, and location map.

Tangible personal property not defined as realty shall not be included in the value estimate.

INSPECTIONS: The appraiser is required to personally speak with the owner(s) or their agents or representatives. The appraiser will offer the owner or his designated representative the invitation to accompany him/her in the detailed inspection of the property and give careful, considerate attention to all the information and comments offered. The owner may be a prime source of detailed information of importance.

ORIGINALS/COPIES: One original with original signatures and photographs and six (6) copies with original signatures and photographs shall be furnished.

SUPPLIED MATERIALS: Upon Notice to Proceed, the following materials will be supplied:

- 1) Legal description of the property to be appraised.
- 2) Name & phone number of contact for site inspection.

DELIVERY: The appraisal report and all copies shall be submitted on or before 45 days after Authorization to Proceed with the assignment.

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APPRAISER LICENSING: The responsible appraiser must be the principal appraiser/owner of the appraisal company and licensed as a Certified General Appraiser in the State of New York. The responsible appraiser must also possess an MAI designation. The responsible appraiser shall be identified and a copy of the appraiser's qualifications and current license must be submitted with the bid proposal. The report will be certified and signed by the Principal Appraiser.

CONFERENCES: The appraiser shall be available for conferences, either by phone or at his/her office for no additional charge.

MODIFICATIONS OF DELIVERED APPRAISAL REPORT: The appraiser shall modify or supplement any appraisal report when additional data is discovered that was known or should have been known to be in existence prior to the delivery of the report. Where application of principles of law relating to real estate appraisals require the modification or supplementing of such appraisal report; the requirements of either the Uniforms Appraisal Standards For Federal Land Acquisitions or Uniform Standards of Professional Appraisal Practice have not been met. Corrections for errors (i.e. methodology, math, or typographical) discovered during the appraisal review process shall also be provided at the request of the Review Appraiser. This service shall be rendered without additional cost.

PAYMENT: The sum set out in the contract for the appraisal report shall constitute full payment to the appraiser and shall include all supplies, material, equipment and transportation incidental to preparing and delivering the report(s). The contract price shall be due and payable for acceptable appraisal reports upon delivery and acceptance of such reports accompanied by a properly certified invoice.

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APPRAISAL REPORTS TO BE CONFIDENTIAL: All information contained in the appraisal report to be made hereunder and all parts thereof are to be treated as strictly confidential. The appraiser shall take all necessary steps to ensure that no member of staff or organization divulge any information concerning such appraisal reports to any person other than a duly authorized representative of the United States Corps of Engineers.

The bid submitted must incorporate the full scope of work as outlined herein. Failure to consider this scope will not relieve the appraiser of responsibility to comply with this contract. A copy of this Scope of Work shall be included in the addendum of the appraisal.

Please address any questions to: Vic Kotwicki, Chief, Real Estate Division @ 313. 226.3480

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	15-AUG-2005	1	N/A FOB: Destination	
0002	15-AUG-2005	1	N/A FOB: Destination	

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31300000 082427 2520KCG608099997 NA 96203
AMOUNT: \$15,000.00